

**AMENDMENT NO. 2**

This Second Amendment modifies Contract No. 12-45-204 for LiveScan Network Support and Maintenance by and between the County of Cook, Illinois, herein referred to as "County" and MorphoTrak, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

**RECITALS**

Whereas, the County and Contractor have entered into a Contract approved by the County Board on February 27, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide LiveScan network support and maintenance (hereinafter referred to as the "Services") from March 1, 2013 through February 28, 2014, with two, one-year renewal options, in an amount not to exceed \$427,462.00; and

Whereas, Amendment No. 1 was executed on June 4, 2014 for one year and \$446,010.91; and

Whereas, the Contract will expire February 28, 2015 and the agreed upon Services are still required; and

Whereas, a renewal is desired for the continuation of Services; and

Whereas, an increase in the amount of \$483,635.02 is required for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for one year beginning on March 1, 2015.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through February 29, 2016.
2. The Contract is increased by \$483,635.02 and the Total Contract Amount is revised to \$1,357,107.93.
3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. The attached Economic Disclosures Statement form is incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

Morpho Trak, Inc.

By: John G. M.  
Chief Procurement Officer  
By: Karen J. McKee  
State's Attorney (if applicable)

Walt Scott  
Signed  
Walt Scott  
Type or print name

Vice President  
Title

Date: 24 March 2015

Date: March 12, 2015

this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

## **Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: <u>Cook County Sheriff's Dept.</u>	Seller: <u>MorphoTrak, LLC</u>
Attn: <u>Robert McInerney</u>	Attn: <u>Law Department</u>
<u>50 West Washington, Room 707</u>	<u>1250 N. Tustin Ave..</u>
<u>Chicago, IL 60602</u>	<u>Anaheim, CA 92807</u>
<u>Phone: (708) 865-6007</u>	<u>Phone: (714)238-2030 Fax: (714)632-2158</u>

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without MorphoTrak's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

## **Section 9. CERTIFICATION DISCLAIMER**

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**MorphoTrak, LLC:**

By: 

Name: Walt Scott

Title: Vice President

Date: 3/12/15

**Cook County Sheriff's Department:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A DESCRIPTION OF COVERED PRODUCTS

**MAINTENANCE AND SUPPORT AGREEMENT NO. SA 003078-000 REV.1**  
**CUSTOMER: Cook County Sheriff's Office**

The following table lists the Products under maintenance coverage:

<b>Product</b>	<b>Description</b>	<b>Node Name</b>	<b>Location</b>
LSS-R	LiveScan™ Ruggedized Station	CCLS-ALSIP	Alsip
LSS-R	LiveScan™ Ruggedized Station	CCLS-ARLHTS	Arlington Heights PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-BARR	Barrington PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-BARRHIL	Barrington Hills PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-BEDPK	Bedford Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BELLWD	Bellwood Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BELMONT	Cook County Sheriff Police - Belmont
LSS-R	LiveScan™ Ruggedized Station	CCLS-BERKLY	Berkeley Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BERWYN	Berwyn Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BLUISL	Blue Island Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BRDGVW	Bridgeview Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BRDVW	Broadview Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BRKFLD	Brookfield Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BURBANK	Burbank Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BURNHAM	Burnham Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BURRDG	Burr Ridge Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-BVLKUP	Bridgeview Patrol
LSS-R	LiveScan™ Ruggedized Station	CCLS-BVPTRL	Bridgeview Patrol
LSS-R	LiveScan™ Ruggedized Station	CCLS-CALCTY	Calumet City Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CALPK	Calumet Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CCSPDINV	Cook County Sheriff Police - CCSPDINV
LSS-R	LiveScan™ Ruggedized Station	CCLS-CCHIL	Country Club Hills Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CHIHTS	Chicago Heights Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CHIRDG	Chicago Ridge Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CICERO	Cicero Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CNTRYSD	Countryside Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-CRIMCRT	Cook County Sheriff Police - Criminal Courts
LSS-R	LiveScan™ Ruggedized Station	CCLS-CRSTWD	Crestwood Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-DALEY7	Daley Center 7th Floor
LSS-R	LiveScan™ Ruggedized Station	CCLS-DALEYL	Daley Center Lockup
LSS-R	LiveScan™ Ruggedized Station	CCLS-DCSI	Cook County Sheriff Police - DCSI
LSS-R	LiveScan™ Ruggedized Station	CCLS-DESPLN	Des Plaines Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-DOC09	Cook County Sheriff's Office-DOC Receiving Woman 3
LSS-R	LiveScan™ Ruggedized Station	CCLS-DOCRM1	DOC Receiving Men 1
LSS-R	LiveScan™ Ruggedized Station	CCLS-DOCRM2	DOC Receiving Men 2
LSS-R	LiveScan™ Ruggedized Station	CCLS-DOCRM3	DOC Receiving Men 3
LSS-R	LiveScan™ Ruggedized Station	CCLS-DOLTON	Dolton Police Department

<b>Product</b>	<b>Description</b>	<b>Node Name</b>	<b>Location</b>
LSS-R	LiveScan™ Ruggedized Station	CCLS-DOMVIOL	Domestic Violence
LSS-R	LiveScan™ Ruggedized Station	CCLS-DPSALLY	Des Plaines Police Department - 911
LSS-R	LiveScan™ Ruggedized Station	CCLS-EHZCRST	East HazelCrest
LSS-R	LiveScan™ Ruggedized Station	CCLS-ELKGRV	Elk Grove Village
LSS-R	LiveScan™ Ruggedized Station	CCLS-ELMWDPK	Elmwood Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-EVNSTN	Evanston Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-EVRGNPK	Evergreen Park
LSS-R	LiveScan™ Ruggedized Station	CCLS-FLOSMR	Flossmoor Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-FORPK	Forest Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-FORVW	Forest View PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-FRNKPK	Franklin Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-GANGS	Cook County Sheriff Police - Gangs
LSS-R	LiveScan™ Ruggedized Station	CCLS-GLENCOE	Glencoe Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-GLENVW	Glenview Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-GLENWD	Glenwood Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-GRAND	Cook County Sheriff Police - Grand
LSS-R	LiveScan™ Ruggedized Station	CCLS-HARRISON	Cook County Sheriff Police - Harrison
LSS-R	LiveScan™ Ruggedized Station	CCLS-HARVEY	Harvey Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HICKHIL	Hickory Hills Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HILSID	Hillside Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HNVRPK	Hanover Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HODGKN	Hodgkins Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HOFEST	Hoffman Estates Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HOMTWN	Hometown Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HOMWD	Homewood Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HRWDHTS	Harwood Heights Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-HUMANRES	Cook County Sheriff's Police Department - HR
LSS-R	LiveScan™ Ruggedized Station	CCLS-HZCRST	Hazelcrest
LSS-R	LiveScan™ Ruggedized Station	CCLS-INDHDPK	Indian Head Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-JUSTICE	Justice Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-JUVDCT	Cook County Sheriff Police - Juvenile Detention
LSS-R	LiveScan™ Ruggedized Station	CCLS-KNLWRTH	Kenilworth Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-LAGR	LaGrange Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-LAGRPK	LaGrange Park PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-LANSING	Lansing Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-LEMONT	Lemont Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-LEYDEN	Leyden
LSS-R	LiveScan™ Ruggedized Station	CCLS-LINCWD	Lincolnwood PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-LYNWD	Lynwood Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-LYONS	Lyons Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-MARKHAM	Markham Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-MATTSN	Matteson Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYBK1	Maybrook Lockup 1
LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYBK2	Maybrook Lockup 2
LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYBK3	Maybrook Lockup 3
LSS-R	LiveScan™ Ruggedized Station	CCLS-MAYWOOD	Maywood Police Department

<b>Product</b>	<b>Description</b>	<b>Node Name</b>	<b>Location</b>
LSS-R	LiveScan™ Ruggedized Station	CCLS-MCCOOK	McCook Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-MELPK	Melrose Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-MERITBD	Merit Board
LSS-R	LiveScan™ Ruggedized Station	CCLS-MERITBD2	Merit Board 2
LSS-R	LiveScan™ Ruggedized Station	CCLS-MERRPK	Merrionette Park
LSS-R	LiveScan™ Ruggedized Station	CCLS-MIDLTHN	Midlothian Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-MKLKUP1	Markham Lockup 1
LSS-R	LiveScan™ Ruggedized Station	CCLS-MKLKUP2	Markham Lockup 2
LSS-R	LiveScan™ Ruggedized Station	CCLS-MKPTRL	Markham Patrol
LSS-R	LiveScan™ Ruggedized Station	CCLS-MORAINE	Cook County Sheriff's Office-Moraine Valley Police
LSS-R	LiveScan™ Ruggedized Station	CCLS-MRTGRV	Morton Grove PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-NBROOK	Northbrook Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-NFIELD	Northfield Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-NILES	Niles Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-NLAKE	North Lake Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-NORRDG	Norridge Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-NRIVRSD	North Riverside Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-OAKFRS	Oak Forest Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-OAKLAWN	Oak Lawn Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-OAKPARK	Oak Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-OLYFLD	Olympia Fields Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-ORLHIL	Orlando Hills Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-ORLPRK	Orlando Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PALHIL	Palos Hills Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PALHTS	Palos Heights Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PALPRK	Palos Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PALTNE	Palatine Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PCS111	Cook County Sheriff Police – PCS111
LSS-R	LiveScan™ Ruggedized Station	CCLS-PHOENIX	Phoenix Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-POSEN	Posen Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PRKFOR	Park Forest Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-PRKRDG	Park Ridge Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-RICHPRK	Richton Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRDLE	Riverdale Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRFOR	River Forest Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRGRV	River Grove Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-RIVRSDE	Riverside PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-RMLKUP	Rolling Meadows Lockup
LSS-R	LiveScan™ Ruggedized Station	CCLS-RMPTRL	Rolling Meadows Patrol
LSS-R	LiveScan™ Ruggedized Station	CCLS-ROBBINS	Robbins Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-ROSELL	Roselle Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-ROSEMNT	Rosemont Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-SAUKVLG	Sauk Village Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-SBARR	South Barrington Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-SCHIHTS	South Chicago Heights Police Depart
LSS-R	LiveScan™ Ruggedized Station	CCLS-SCHMBRG	Schaumburg Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-SCHPRK	Schiller Park Police Department

<i>Product</i>	<i>Description</i>	<i>Node Name</i>	<i>Location</i>
LSS-R	LiveScan™ Ruggedized Station	CCLS-SHOLND	South Holland Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-SKCRT	Skokie Courthouse
LSS-R	LiveScan™ Ruggedized Station	CCLS-SKOKIE	Skokie Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-SSCOLLEGE	South Suburban College
LSS-R	LiveScan™ Ruggedized Station	CCLS-STATTY	Cook County Sheriff Police - States Attorney
LSS-R	LiveScan™ Ruggedized Station	CCLS-STCKNY	Stickney Police
LSS-R	LiveScan™ Ruggedized Station	CCLS-STEGER	Steger Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-STONPRK	Stone Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-STRMWD	Streamwood PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-SUMMIT	Summit Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-THNTON	Thornton PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-TNLYPRK	Tinely Park Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-TRITON	Cook County Sheriff's Office-Triton College
LSS-R	LiveScan™ Ruggedized Station	CCLS-WCHSTR	Westchester Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-WENTWORTH	Cook County Sheriff Police - Wentworth
LSS-R	LiveScan™ Ruggedized Station	CCLS-WHEELNG	Wheeling PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-WILMTE	Wilmette PD
LSS-R	LiveScan™ Ruggedized Station	CCLS-WINTKA	Winnetka Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-WLSPRNG	Willow Springs Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-WNSPRNG	Western Springs Police Department
LSS-R	LiveScan™ Ruggedized Station	CCLS-WORTH	Worth Police Department
LSS-2000	LSS-2000 Gateway (Server)	NISTNODE1	MAYBROOK LU1
LSS-2000	LSS-2000 Gateway (Server)	NISTNODE2	MAYBROOK LU1

<i>Equipment Summary</i>			
<i>Product</i>	<i>Description</i>	<i>Qty</i>	<i>Location</i>
LSS	LiveScan Station	151	Various locations
MS Camera	Mugshot Camera	151	Various locations
MS Printer	Mugshot Printer	151	Various locations
FP Printer	Fingerprint Printer	151	Various locations
Server	LiveScan Gateway Server	2	Various locations

#### Invoice Schedule

<i>Term</i>	<i>Software</i>	<i>Parts</i>	<i>Third Party</i>	<i>Maint Total</i>
03/01/14 – 02/28/15	\$241,196.81	\$200,333.21	\$42,105.00	\$483,635.02

**MAINTENANCE AND SUPPORT AGREEMENT NO. SA 003078-000****Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should



Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller

shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C**  
**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 003078-000

Date March 12, 2015 REV1

New Term Effective

Start March 1, 2015

End February 28, 2016

<b>CUSTOMER:</b>	<b>Cook County Sheriff's Office</b>	<b>BILLING AGENCY:</b>	<b>Cook County Sheriff's - Police Dept.</b>
Address (1):	50 W. Washington Street, Rm 107	Address (1):	1401 S. Maybrook Drive, Rm 106
Address (2):		Address (2):	
CITY, STATE, ZIP CODE:	Chicago, IL 60602	CITY, STATE, ZIP CODE:	Maywood, IL 60153
<b>CONTACT NAME:</b>	<b>Robert McInerney</b>	<b>CONTACT NAME:</b>	<b>Colleen Chambers</b>
CONTACT TITLE		CONTACT TITLE	Procurement Office
TELEPHONE:	(708) 865-6007	TELEPHONE:	(312) 603-6998
FAX:	(312) 603-9808	FAX:	
Email:	robertmcinerney@cookcountyil.gov	Email:	colleen.chambers@cookcountyil.gov

For support on products below, please contact Customer Support at (800) 734-6241 or email at [cscenter@morphotrak.com](mailto:cscenter@morphotrak.com).

☐ AFIS System ☒ LiveScan™ Station ☐ MorphoBIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b> <ul style="list-style-type: none"> <li>8 a.m. – 5 p.m. Monday to Friday PPM</li> <li>Unlimited Telephone Support</li> <li>Remote Dial-In Analysis</li> <li>Supplemental Releases &amp; Updates</li> <li>Standard Releases &amp; Updates</li> <li>Automatic Call Escalation</li> <li>Software Customer Alert Bulletins</li> <li>Telephone Response: 2 Hour</li> </ul>	\$ 241,196.81
<b>STANDARD SUPPORT TOTAL</b>	<b>\$ 241,196.81</b>
SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b> <ul style="list-style-type: none"> <li>8 a.m. – 5 p.m. Monday-Friday PPM</li> <li>Next day PPM On-site Response</li> <li>Hardware Vendor Liaison</li> <li>Defective Parts Replacement</li> <li>Escalation Support</li> <li>Hardware Customer Alert Bulletins</li> <li>Hardware Service Reporting</li> <li>Product Repair</li> <li>Equipment Inventory Detail Management</li> </ul>	\$ Not Included
<input checked="" type="checkbox"/> <b>Parts Support</b> <ul style="list-style-type: none"> <li>Parts Ordered &amp; Shipped Next Business Day</li> <li>If customer is providing their own on-site hardware support, the following applies:  <ul style="list-style-type: none"> <li>* Customer Orders &amp; Replaces Parts</li> <li>* Telephone Technical Support for Parts Replacement Available</li> </ul> </li> <li>Parts Customer Alert Bulletins</li> </ul>	\$ 200,333.21
<input type="checkbox"/> <b>UPLIFTS</b> <ul style="list-style-type: none"> <li>Increase PPM to _____</li> <li>Increase Response Time to _____</li> </ul>	\$ N/A \$ N/A
<b>SUPPORT OPTIONS TOTAL</b>	<b>\$ 200,333.21</b>
THIRD PARTY SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> <b>THIRD PARTY VENDOR NAME: CDI Servers</b> <ul style="list-style-type: none"> <li>TERM DATE: 12 months from executed by the County</li> <li>COVERAGE: 24x7 Sunday to Saturday PPM</li> </ul>	\$ 42,105.00
<b>THIRD PARTY SUPPORT TOTAL</b>	<b>\$ 42,105.00</b>
USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> <b>Users Conference Attendance (\$2,950 per Attendee)</b> Year _____ Number Attendees Requested _____ <ul style="list-style-type: none"> <li>Registration fee</li> <li>Roundtrip travel for event</li> <li>Ground transportation to/from the conference airport to the conference hotel</li> <li>Hotel accommodations</li> <li>Daily meals</li> </ul>	\$ N/A
<b>USERS CONFERENCE TOTAL</b>	<b>\$ N/A</b>
OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year <input type="checkbox"/> Other: _____	\$ N/A \$ N/A
<b>OTHER AVAILABLE OPTIONS TOTAL</b>	<b>\$ N/A</b>

Prepared by: Marjan Khorashadi-Zadeh, 714-238-2042, [marjan.khorashadi-zadeh@morpho.com](mailto:marjan.khorashadi-zadeh@morpho.com)

**SUPPORT TOTAL\* \$ 441,530.02**

**THIRD PARTY SUPPORT \$ 42,105.00**

**FULL TERM FEE GRAND TOTAL\* \$ 483,635.02**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

Contract No. 12-45-204  
Vendor Name: MORPHO TRAK, INC.

ATTACHMENT A

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**Exhibit D**

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**CURRENT BILLABLE RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** 003078-000**CUSTOMER:** Cook County Sheriff's Office

The following are Seller's current billable rates, subject to an annual change.

8 a.m.-5 p.m. M-F (local time)	\$160 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

<i>COVERAGE HOURS (PPM)</i>	<i>BILLABLE RATES (WITHOUT AN AGREEMENT)</i>
8 a.m.-5 p.m. M-F (local time)	\$320 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

## INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



**MBE/WBE UTILIZATION PLAN (SECTION 1)**

N/A

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- \_\_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- \_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- \_\_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. ☐ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

N/A

MWBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation: ☐ Direct ☐ Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (MWBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**



**FULL MBE WAIVER**



**FULL WBE WAIVER**



**REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.



(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**



(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**



(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**



(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)** *Maintenance services provided to specific MorphoTrak hardware / software, no third party or M/WBE can be used.*

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**



(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**



(2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**



(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**



(4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**



(5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

#### **CERTIFICATIONS (SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

##### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

##### **B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

##### **C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name \_\_\_\_\_ Address \_\_\_\_\_

N/A  
\_\_\_\_\_  
\_\_\_\_\_

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: X

b) If yes, list business addresses within Cook County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. N/A

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**



## MAINTENANCE AND SUPPORT AGREEMENT

MorphoTrak, LLC, ("MorphoTrak" or "Seller") having a principal place of business at 1250 N. Tustin Ave., Anaheim, CA 92807, and Cook County Sheriff's Department ("Customer"), having a place of business at 50 West Washington, Room 707, Chicago, IL 60602, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"MorphoTrak" means MorphoTrak, LLC.

"MorphoTrak Software" means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

- b)   X   The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state **NONE**. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name MorphoTrak, LLC. D/B/A: \_\_\_\_\_ EIN NO.: 33-0154789

Street Address: 1250 N. Tustin Ave.

City: Irving State: CA Zip Code: 92807

Phone No.: 714-238-2030

### Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) Limited Liability Company

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Safran Group	2, bd du General Martin Valin 75724 Paris Cedex, 15, France	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Katie Murphy  
Name of Authorized Applicant/Holder Representative (please print or type)

Katie Murphy  
Signature

Katie.murphy@morpho.com  
E-mail address

Counsel/Asst. Secretary  
Title

02/24/15  
Date

714-238-2030  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

see attached

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

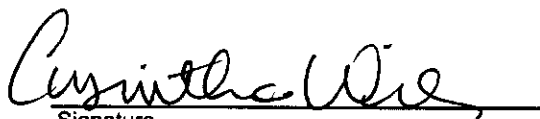
State of California

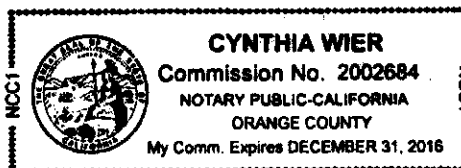
County of Orange

Subscribed and sworn to (or affirmed) before me on this 24th day of February,

2015 by Katie Murphy

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Economic Disclosure Stmt & Execution Doc  
(Title or description of attached document)

Ownership Interest Declaration  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Additional information \_\_\_\_\_

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

## SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☒ There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

**To the best of my knowledge and belief, the information provided above is true and complete.**

Katie Murphy  
Owner/Employee's Signature

02/24/15  
Date

Subscribe and sworn before me this 01 ~~Day~~ of \_\_\_\_\_, 20\_\_\_\_

a Notary Public in and for San Diego County

(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_

Completed forms must be filed within **30** days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics**  
**69 West Washington Street,**  
**Suite 3040**  
**Chicago, Illinois 60602**

# JURAT

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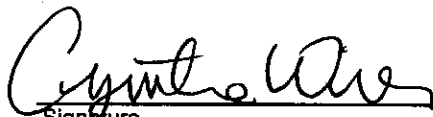
State of California

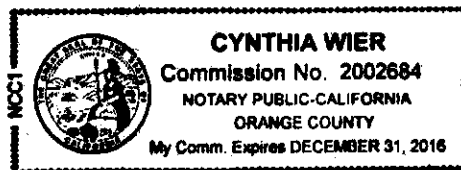
County of Orange

Subscribed and sworn to (or affirmed) before me on this 24th day of February,

2015 by Katie Murphy,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Economic Disclosure Stmt & Execution Doc  
(Title or description of attached document)

Sworn Familial Relationship Disclosure  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Additional information \_\_\_\_\_

## INSTRUCTIONS

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- Signature of the notary public must match the signature on file with the office of the county clerk.
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  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Morpho Trak, LLC.

BUSINESS ADDRESS: 1250 W. Tustin Ave., Anaheim CA 92807

BUSINESS TELEPHONE: 714-238-2000 FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: Katie Murphy

FEIN: 33-0154789 \*CORPORATE FILE NUMBER: 2076100

MANAGING MEMBER: Morpho USA, Inc. MANAGING MEMBER: \_\_\_\_\_

<sup>Asst. Secretary</sup>  
\*\*SIGNATURE OF MANAGER: Katie Murphy

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

# JURAT

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State of California

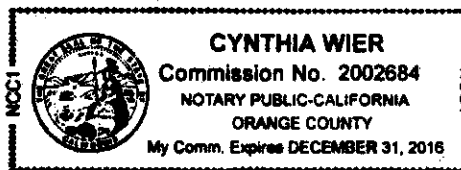
County of Orange

Subscribed and sworn to (or affirmed) before me on this 24th day of February,

2015 by Katie Murphy

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Cynthia Wier  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Economic Disclosure Stmt & Execution Doc  
(Title or description of attached document)

Signature by LLC Corp  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

Additional information \_\_\_\_\_

## INSTRUCTIONS

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# Delaware

PAGE 1

## *The First State*

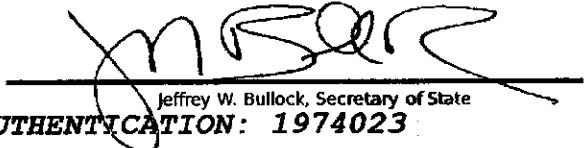
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MORPHOTRAK, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF DECEMBER, A.D. 2014.

2076100 8300

141524469

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1974023

DATE: 12-18-14

affect the overall structure of the MorphoTrak Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak's opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established MorphoTrak holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or MorphoTrak).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer; minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### **Section 3. SCOPE AND TERM OF SERVICES**

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as MorphoTrak determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up,

updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

#### **Section 6. LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

#### **Section 7. DEFAULT/TERMINATION**

7.1. If MorphoTrak breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider MorphoTrak to be in default. If Customer asserts a default, it will give MorphoTrak written and detailed notice of the default. MorphoTrak will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If MorphoTrak provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless MorphoTrak or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, MorphoTrak may consider Customer to be in default. If MorphoTrak asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to MorphoTrak. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of MorphoTrak's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of